

Waivers	First Name	Last Name	Claim Number
			W-16-0010
Amount	OGC Received Date	Assigned To	Assigned Date
\$63.40	07/18/2016	Stephanie Rich	07/19/2016
EPA Decision	EPA Decision Date	Amount Approved	Status
DENIED	04/19/2017	CLOSED	
Appeal	Comments		
No			
Type			
Federal Employee Health Benefits (FEHB)			

#### Attachments

Dear [REDACTED],

This email is in response to your letter dated 09/08/15, wherein you requested a waiver for Debt ID # 151460267379, 151460267379, 151600267379, 151740267379, 151880267379, each for an amount of \$63.40. The debts are from pay periods 2015-10, 11, 12, 13, and 14, respectively. For the reasons set forth below, your waiver is denied.

#### Background

On 12/12/14, you notified Human Resources that on 01/11/15 you would be transitioning from a full-time schedule to an intermittent schedule.

Sometime before 01/11/15, HR personnel met with you to discuss how your schedule change would impact your health benefits. According to the Supervisory Human Resources Specialist, Elaine Jimenez, during this meeting, HR failed to explain that you would be responsible for continuing to pay the health insurance premiums of a full-time employee while on your intermittent status. You were also not advised that you had the opportunity to cancel your health benefits while on an intermittent work schedule and re-enroll when you returned to a full-time or part-time schedule.

From 01/11/15 until 07/25/15, you worked on an intermittent schedule.

During this time, you were charged the premiums of a full-time employee, even during pay periods in which your gross pay was \$0.

On 08/03/15, the Department of Interior's Interior Business Center (IBC) sent you Bills for Collection for the five pay periods listed above in which you did not have sufficient pay to cover the cost of your healthcare premiums. In response to the notice, you submitted a waiver request to IBC and received no response. You then wrote a letter on 09/08/15 to EPA's "One Stop Help Desk" requesting that the debt be waived. In your request, you explain that it would be against equity and good conscience to collect the debt because "I was not aware that any action was necessary on my part

and no one from our Human Resources unit reached out to me to discuss any action that I may need to take when my employment status changed.”

#### Analysis

Under 5 U.S.C. § 5584, I have the authority to waive collection of erroneous payments or allowances if collection would be against equity and good conscience and not in the best interest of the United States, provided there is no indication of fraud, fault, misrepresentation, or lack of good faith on the part of the employee. Generally, if an employee has records which, if reviewed, would indicate an overpayment and the employee fails to review such documents for accuracy or otherwise fails to take corrective action, the employee is at fault and waiver will be denied. B-184480, May 20, 1976; B-188822, June 1, 1977.

The statute, as described above, concerns overpayments of pay or certain allowances made by an agency that are deemed to be “erroneous.” Here, EPA paid your healthcare premiums on your behalf because you had insufficient pay. However, the waiver authority of 5 U.S.C. § 5584 is limited to those claims which arise from erroneous payments. The Agency did not make any erroneous payments to you by covering your healthcare premiums; you were not overpaid. Consequently, this debt may not be considered for waiver under 5 U.S.C. § 5884. B- 244575, December 11, 1991.

Even if EPA’s payment of your premiums constituted an “erroneous payment,” a waiver would still be precluded because you reasonably should have known that you were being charged healthcare premiums. A waiver is precluded where an employee knew or reasonably should have known that an erroneous payment had occurred and failed to take corrective action. B-188822, June 1, 1977. Therefore, the question here would be whether you either knew or reasonably should have known that you were responsible for paying the health care premiums that HR failed to mention to you. To make this determination, I look to the totality of the circumstances, including documents that you were responsible for reviewing, such as your Leave and Earnings statements (LESs). The facts here lead me to believe that, with reasonable diligence, you had the opportunity to detect and alert HR that you were being charged \$63.40 in health care premiums for each pay period in question.

The record shows that, during the time you were on an intermittent schedule, you used your health insurance on one occasion and also received LESs that showed health care premiums were scheduled to be deducted from your pay. However, because you did not have sufficient pay to cover the premiums that were designated as deductions on your LESs, the Agency covered those premiums for you. Employees are responsible for verifying the accuracy of pay, deductions, and leave on his or her LESs and taking corrective action to remedy any error that the employee could have been reasonably expected to identify. B-226465, March 23, 1988. Your LES from the first pay period that you were on your intermittent schedule, showed under the line “deductions,” \$63.40 for “hlth ins-post.” This \$63.40

obligation for health insurance continued to appear in the deduction box on each LES throughout your time as an intermittent employee, including pay periods for which you had \$0 in gross pay. These statements provided you with ample opportunity to identify your health care payment responsibilities and raise with HR any deduction that seemed inconsistent with the advice that HR had provided you. Because there was no erroneous payment that occurred here, waiver of your debt is not authorized. Moreover, even if the Agency's payment of your premiums was considered an erroneous payment, a waiver would still be precluded because you reasonably should have known that you were responsible for paying health care premiums. Accordingly, your request for waiver has been denied.